

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER

B56322

REGISTRATION NUMBER

AMENDMENT NUMBER

1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Water Resources

CONTRACTOR'S NAME

U.S. Bureau of Reclamation, Department of Fish and Game, and Suisun Resource Conservation District

2. The term of this

Agreement is March 2, 1987 through In perpetuity

3. The maximum amount of this \$In perpetuity
Agreement after this amendment is:

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. To revise the Scope of Work to reflect significant events and changed conditions that have occurred since the original Agreement was signed. Exhibit A, Revised Suisun Marsh Monitoring Agreement including attachments, are attached and made a part of this Agreement by this reference.
2. To add Exhibit B with budget detail language. Exhibit B, Budget Detail and Payment Provisions, is attached and made a part of this Agreement by this reference.
3. To add Exhibit C, General Terms and Conditions applicable to SRCD, which is attached and made a part of this Agreement by this reference.
4. To add Exhibit CI, Special Terms and Conditions for the Department of Water Resources applicable to SRCD as a local public entity, which is attached and made a part of this Agreement by this reference.
5. To add Exhibit D, General Terms and Conditions for Interagency Agreements applicable to DFG, which is attached and made a part of this Agreement by this reference.
6. To add Exhibit D1, Special Terms and Conditions for the Department of Water Resources applicable to DFG, which is attached and made a part of this Agreement by this reference.
7. To add Exhibit E, Special Terms and Conditions for the Department of Water Resources applicable to the U.S. Bureau of Reclamation, which is attached and made a part of this Agreement by this reference.
8. To add Exhibit F, Standard Contract Provisions Regarding Political Reform Act Compliance, which is attached and made a part of this Agreement by this reference.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

See Signature Page 10

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

See Signature Page

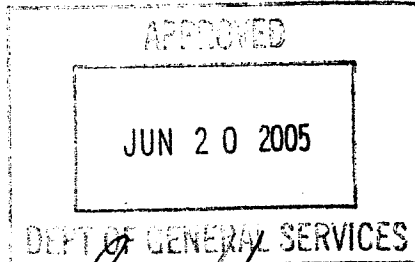
BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

CALIFORNIA
Department of General Services
Use Only



☐ Exempt per:

EXHIBIT A

REVISED SUISUN MARSH MONITORING AGREEMENT

ATTACHMENT A

ORIGINAL SUISUN MARSH MONITORING AGREEMENT

REVISED SUISUN MARSH MONITORING AGREEMENT

Among

**United States Bureau of Reclamation
California Department of Water Resources
California Department of Fish and Game
Suisun Resource Conservation District**

VERSION DATED
June 20, 2005

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ATTACHMENTS

The following attachments are made a part of this Revised Monitoring Agreement by reference:

- A. Original Suisun Marsh Monitoring Agreement
- B. The Vegetation Survey for the Suisun Marsh, A New Methodology

REVISED SUISUN MARSH MONITORING AGREEMENT

Among
United States Bureau of Reclamation,
California Department of Water Resources,
California Department of Fish and Game, and
Suisun Resource Conservation District

THIS REVISED SUISUN MARSH MONITORING AGREEMENT ("Revised Monitoring Agreement") is made this [20th] day of [June], 2005, among the United States Bureau of Reclamation ("USBR"), California Department of Water Resources ("DWR"), the California Department of Fish and Game ("DFG"), and the Suisun Resource Conservation District ("SRCD") to provide for the implementation of monitoring to meet the objectives of the Revised Suisun Marsh Preservation Agreement (Revised SMPA), and any associated regulatory agency monitoring requirements.

RECITALS

- A. The objectives of the original Suisun Marsh Monitoring Agreement (dated March 2, 1987) (Attachment A) were to carry out an appropriate monitoring program to meet the objectives of the Suisun Marsh Preservation Agreement. In order to provide adequate monitoring to meet the objectives of the Revised SMPA, the Parties have agreed to amend the original Suisun Marsh Monitoring Agreement.
- B. Article V.B. of the Revised SMPA states that the Parties shall revise or amend the Monitoring Agreement to include: monitoring of activities required by the Revised SMPA; evaluation of Chinook salmon passage at the Suisun Marsh Salinity Control Gate ("SMSCG") [Article XV.F of the Revised SMPA]; SRCD as a participant in the Revised Monitoring Agreement and monitoring program".

NOW, THEREFORE, in consideration of the mutual obligations in this Revised Monitoring Agreement, the Parties agree as follows:

REVISED MONITORING AGREEMENT

Article I. Definitions

When used herein, the term:

- A. "Compliance Station" shall mean a water quality compliance monitoring station listed in Table 5 of D-1641 at which the State Water Resources Control Board (SWRCB) has defined a salinity water quality standard. Data collected at these stations is used to evaluate compliance with the water quality standards. Compliance stations are listed in Table 1 and shown in Figure 1 of the Revised SMPA.
- B. "Control Station" shall mean a Monitoring Station (defined below) at a location listed in Table 2 and shown in Figure 1 of the Revised SMPA. Salinity data from the Control Stations will be used to trigger the Drought Response Program as described in Article VII.B.4 of the Revised SMPA.
- C. "D-1641" shall mean the State Water Resources Control Board Water Right Decision 1641 *Implementation of Water Quality Objectives for the San Francisco Bay/Sacramento San-Joaquin Delta Estuary* adopted in December 1999 and revised on March 15, 2000.
- D. "Electrical Conductivity" ("EC") shall mean the electrical conductivity of a water sample measured in millimhos per centimeter ("mmhos/cm") corrected to a standard temperature of 25 degrees Celsius determined in accordance with procedures set forth in the publication entitled, "Standard Methods of Examination of Water and Waste Water," published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, 20th Edition, 1998, including such revisions thereof as may be made subsequent to the date of this Revised Monitoring Agreement which are approved in writing by the parties.
- E. "Monitoring Station" shall mean a water quality monitoring station necessary to collect information for stage and salinity analysis. Monitoring stations are listed in Table 3 and shown in Figure 1 of the Revised SMPA.
- F. "Parties" shall mean USBR, DWR, DFG, and SRCD.

- G. "Revised Suisun Marsh Preservation Agreement" ("Revised SMPA") shall mean that agreement dated June 20, 2005, among USBR, DWR, DFG, and SRCD as it may be amended.
- H. "Suisun Marsh Preservation Agreement" shall mean that agreement dated March 2, 1987, among USBR, DWR, DFG, and SRCD.
- I. "SMPA ECAT" shall mean the SMPA Environmental Coordination Advisory Team as defined in Article XII of the Revised SMPA.

Article II. Objectives

The objectives of this Revised Monitoring Agreement are to define the scope of the obligations of USBR, DWR, DFG, and SRCD to carry out an appropriate monitoring program to meet the objectives of the Revised SMPA and fulfill any associated regulatory agency monitoring requirements.

Article III. Water Monitoring

A. Channel Water Quality (EC)

The EC at the Compliance Stations will continue to be monitored by DWR with continuous recorders. EC data are telemetered from three Compliance Stations in the western Marsh and two Compliance Stations in the eastern Marsh.

B. Channel Water Monitoring

DWR will continue to collect hydrodynamic and/or water quality data at the Control and Monitoring Stations identified in Tables 2 and 3 of the Revised SMPA.

Article IV. Biological Monitoring

A. Biological Monitoring Workplans

Workplans for biological monitoring conducted to fulfill requirements of this Revised Monitoring Agreement will be developed and revised as necessary by the Parties and approved by the SMPA ECAT. Any proposed changes in monitoring protocol will be evaluated and approved by the SMPA ECAT prior to implementation.

B. Marsh-Wide Vegetation Survey

Marsh-wide vegetation mapping will continue to be conducted by DFG, or other knowledgeable experts, every third year utilizing a vegetation mapping methodology

developed by DFG and approved by the SMPA ECAT in water year 1999. The methodology is designed to document changes in preferred habitat for the salt marsh harvest mouse, and gather vegetation data in such a way that it can be used for a variety of other purposes. The methodology follows a standardized protocol used by the National Park Service and U.S. Geological Survey. The methodology is described in "The Vegetation Survey for the Suisun Marsh, A New Methodology" originally written in February 1999 and revised in October 2001. A copy of the methodology is attached to this Revised Monitoring Agreement.

C. Waterfowl

Species and number of waterfowl in the Marsh will continue to be determined by DFG from September through January of each year at DFG expense.

D. Salt Marsh Harvest Mouse

DWR and/or DFG will conduct salt marsh harvest mouse surveys as required by SMPA regulatory permits and approved by the Parties. All monitoring workplans will be submitted to and approved by the SMPA ECAT.

E. Fish Habitat

- (i) DWR or DFG will arrange for or conduct studies of fish abundance in the Marsh as required by SMPA regulatory permits and approved by the Parties.
- (ii) DWR will contract with DFG or, in consultation with DFG, contract with other knowledgeable experts to continue studies, as needed, to determine the impact of Suisun Marsh Salinity Control Gate operation on Chinook salmon passage and develop mitigation measures.

F. Water Manager Program

SRCD, in cooperation with the other Parties, will annually evaluate the effectiveness of the Water Manager Program actions to produce desired waterfowl habitat. This may include, but not be limited to, development and implementation of a workplan to evaluate the relationship between applied water salinity, soil salinity and chemistry, leaching, and plant communities.

Article V. Reports

- A. All reports and data compiled under this Revised Monitoring Agreement shall be promptly distributed to the Parties. Preliminary data and the report described below in Subarticle c will be made available by DWR to interested parties upon request as soon as possible following collection and completion, respectively.

- B. A monthly summary of EC data from the Compliance and Control Stations will be provided by DWR to the other Parties. Weekly or daily data will be provided in response to specific requests by the Parties.
- C. A report of data for each water year will be produced by DWR with assistance from DFG, and will include: (1) a summary of the channel water measurements and the waterfowl population surveys; (2) every third year the results of the vegetation survey change detection analysis, including recommendations for future vegetation monitoring; (3) results of salt marsh harvest mouse surveys; (4) results of other studies as they become available; and (5) evaluation of the efficacy of the monitoring program workplans to provide data that meet the monitoring program goals. This report will be completed by April 1 of each year, or four months after a summary of the water monitoring data is available, whichever is later.

Article VI. DWR and USBR Cost Sharing

- A. USBR shall pay Forty Percent (40%) and DWR shall pay Sixty Percent (60%) of the costs incurred to implement Articles III.A, III.B, IV.B, IV.D, IV.E.ii, and V, whether incurred prior to the date of this Revised Monitoring Agreement or thereafter. All other costs will be paid by Party carrying out the action or obligation required under this Revised Monitoring Agreement.
- B. The Fish Habitat studies identified in Article IV.E.i shall be funded through the Interagency Ecological Study Program for the Sacramento-San Joaquin Estuary, and not through funds provided herein.
- C. The term "costs" shall include all administrative overhead, costs of liability insurance or pooling programs and other costs similar to those normally incurred by USBR which may be incurred by DWR in performance of the obligations under this Revised Monitoring Agreement.
- D. The United States shall pay to DWR the costs determined to be allowable by the Contracting Officer in accordance with the terms of this Revised Monitoring Agreement and with provisions of Federal Acquisition Regulations (FAR), Part 31, Subpart 6, 48 CFR Sections 31.601-31.603. If DWR uses any funds paid by USBR pursuant to this Revised Monitoring Agreement for purposes not in accordance with this Revised Monitoring Agreement or not in compliance with FAR Part 31, Subpart 6, DWR shall reimburse USBR for the amount of any such improperly used funds.
- E. Each year on or before October 1, DWR shall, to the extent possible, provide USBR a proposed three-year Suisun Marsh budget reflecting DWR's estimated annual costs for three years beginning one year after the date of submittal to implement the activities under Articles III.A, III.B, IV.B, IV.D, IV.E.ii, and V, of this Revised Monitoring Agreement. This estimated budget will be used by USBR to estimate

future funding requirements for costs associated with the Suisun Marsh monitoring program. USBR shall notify DWR by the following September 15 of its full or partial approval of DWR's proposed budget for year one, including any rationale for unapproved costs. USBR's approval shall not be unreasonably withheld. In the event that USBR does not approve DWR's year one budgeted costs, such unapproved costs shall not be eligible for reimbursement by USBR until such time as they are mutually agreed upon by DWR and USBR. DWR and USBR shall coordinate on estimated budgets for years two and three as needed for their respective budget planning purposes.

- F. Separate cost accounts shall be maintained by physical feature or descriptive title to permit ready audit.

Article VII. Miscellaneous Provisions

- A. DWR will make all reasonable attempts to maintain full and complete records of all monitoring conducted for this Revised Monitoring Agreement. DWR will be excused from monitoring at a site at times when monitoring is impeded by temporary equipment breakdowns, physical conditions, or lack of right of access. However, DWR shall immediately notify the Parties of these occurrences. DWR shall make all reasonable efforts to expeditiously replace faulty equipment and re-establish monitoring.
- B. Unless otherwise expressly provided, all management and operational decisions necessary to implement this Revised Monitoring Agreement shall be by mutual agreement of the Parties.

Article VIII. Review

The Parties agree to periodically review the Revised Monitoring Agreement and identify any modifications appropriate for accomplishing its objectives. Any modifications shall be made by amending this Revised Monitoring Agreement, and implementation of such modifications shall be subject to any necessary approvals. It is the intent of the Parties to make the monitoring as efficient and effective as possible.

Article IX. Term of the Revised Monitoring Agreement

This Revised Monitoring Agreement shall become effective upon execution by the Parties, and execution of the Revised SMPA (referenced in Article II) and the Revised Mitigation Agreement and approval of the California Department of General Services of this Revised Monitoring Agreement, the Revised SMPA, and Revised Mitigation Agreement. This Revised Monitoring Agreement shall remain in full force and effect until terminated by written agreement of all the Parties.

Article X. Amendments

This Revised Monitoring Agreement may be amended at any time by mutual written agreement of USBR, DWR, DFG and SRCD and approval by the California Department of General Services. No alterations or variation of the terms of this contract shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement not incorporated in this Revised Monitoring Agreement shall be binding on any of the Parties.

Article XI. Notices

All notices that are required either expressly or by implication to be given by one Party to another shall be in writing and deemed to be given if delivered personally, by facsimile (FAX), or enclosed in a properly addressed certified postage prepaid envelope with return receipt requested deposited in a United State Post Office or by Federal Express or equivalent delivery system. Unless or until formally notified otherwise, notices to the Parties shall be addressed as follows:

Regional Resources Manager
U. S. Bureau of Reclamation, MP-400
2800 Cottage Way
Sacramento, CA 95825-1898

Regional Manager
Department of Fish and Game
Central Coast Region
Yountville, CA 94599

Chief, Division of Environmental Services
Department of Water Resources
3251 S Street
Sacramento, CA 95816

Executive Director
Suisun Resource Conservation
District
2544 Grizzly Island Road
Suisun, CA 94585

Chief, Central Valley Bay-Delta
Branch
Department of Fish and Game
4001 North Wilson Way
Stockton, CA 95205

Article XII. Contingent Upon Availability of Funds

- A. Forty percent of the total funds to be paid under this Revised Monitoring Agreement shall be paid using State Water Project funds and twenty percent of the total funds to be paid under this Revised Monitoring Agreement are contingent on the appropriation of other State funds.
- B. The expenditure or advance of any money and the performance of any work by the United States or the State of California under this Revised Monitoring Agreement which may require appropriation of money by the Congress or the State Legislature,

respectfully, or the allotment of funds shall be contingent upon such appropriation or allotment being made. No liability shall accrue to the United States or the State of California in case such funds are not appropriated or allotted.

Article XIII. Rights of Way

Delay in acquisition of rights of way that are required for work to be done under this Revised Monitoring Agreement may delay implementation of an action but shall not change the responsibility of DWR and USBR to implement the action as expeditiously as possible.

Article XIV. Dispute Resolution and Remedies

- A. Disagreement among the Parties regarding performance under this Revised Monitoring Agreement shall first be presented to the SMPA Coordination Committee as provided in Article XII of the Revised SMPA, and if unresolved, then be brought before the agency directors and the SRCD Board of Directors for discussion and possible resolution.
- B. As a condition precedent to a Party or Parties bringing any suit for breach of this Revised Monitoring Agreement, that Party or Parties must first notify the other Party or Parties in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation 90 days in advance. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. The Parties involved in the dispute shall each pay an equal proportion of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this Revised Monitoring Agreement.
- C. Neither DWR nor USBR is responsible for the other's obligation under this Revised Monitoring Agreement.
- D. The terms of Article XVI (Release of Liability) shall be interpreted consistent with, and not supplant, the terms of this Article.

Article XV. Waiver of Rights

Waiver at any time by any Party hereto of its rights with respect to a default, or any other matter arising in connection with this Revised Monitoring Agreement, shall not be deemed to be a waiver with respect to any other default or matter.

Article XVI. Release of Liability

- A. SRCD, and its agents and employees, in the performance of this Revised Monitoring Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the federal government.
 - B. Disagreements among the Parties regarding performance under this Revised Monitoring Agreement shall be governed exclusively by Article XIV.
 - C. Each Party shall be responsible for the consequences of its own actions taken in connection with this Revised Monitoring Agreement, and in connection with any work undertaken in accordance with this Revised Monitoring Agreement. Within thirty days of receipt by any Party to this Revised Monitoring Agreement of any third party claim for liability arising from actions or omissions within the scope of this Revised Monitoring Agreement, the Party receiving the claim shall notify each of the other Parties to this Revised Monitoring Agreement of such claim and provide a copy of the claim to each of the other Parties to this Revised Monitoring Agreement, if it is in written form. Nothing in this Article shall be construed to limit the right of any Party to this Revised Monitoring Agreement to assert such affirmative defenses and file such cross-complaints as may be appropriate in relation to any claim affecting the liability of such Party to this Revised Monitoring Agreement.
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Article XVII. Standard Clauses

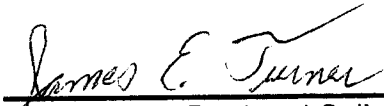
The Parties shall comply with the applicable standard clauses in Exhibits C, C1, D, D1, E, and F, however, where a standard clause conflicts or is inconsistent with any provision of this Revised Monitoring Agreement (also referred to as Exhibit A), the provisions of this Revised Monitoring Agreement shall control. And, specifically, Conditions 5 and 7 of Exhibit C shall not be applicable as these conditions are inconsistent with Articles XVI and IX of this Revised Monitoring Agreement, respectively.

Article XVIII. Counterparts

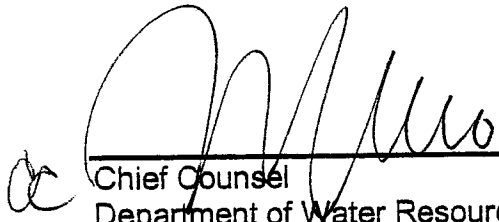
This Agreement may be executed simultaneously or in one or more counterparts, each of which will be an original but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have entered into this Revised Monitoring Agreement (also referred to as Exhibit A) on the date first written above. The terms of this Revised Monitoring Agreement together with the cover page and Exhibits B, C, C1, D, D1, E and F constitute the whole agreement among the Parties.

Approved as to legal form and
sufficiency:



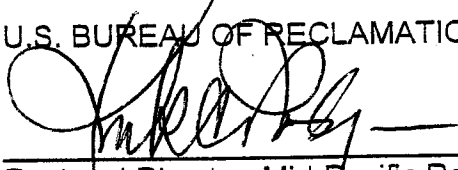
Office of the Regional Solicitor
Department of the Interior



Chief Counsel
Department of Water Resources

Chief Counsel
Department of Fish and Game

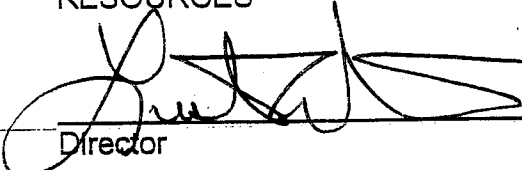
Counsel
Suisun Resource Conservation District

U.S. BUREAU OF RECLAMATION


Regional Director, Mid-Pacific Region
MAY 23 2005

Date

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES



Director

Date

DEPARTMENT OF FISH AND GAME

Director

Date

SUISUN RESOURCE
CONSERVATION DISTRICT

President, Board of Directors,

Date

IN WITNESS WHEREOF, the Parties hereto have entered into this Revised Monitoring Agreement (also referred to as Exhibit A) on the date first written above. The terms of this Revised Monitoring Agreement together with the cover page and Exhibits B, C, C1, D, D1, E and F constitute the whole agreement among the Parties.

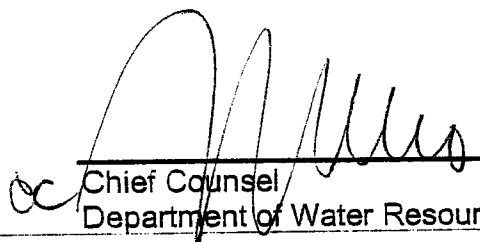
Approved as to legal form and
sufficiency:

U.S. BUREAU OF RECLAMATION

Regional Director, Mid-Pacific Region

Office of the Regional Solicitor
Department of the Interior

Date



Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES



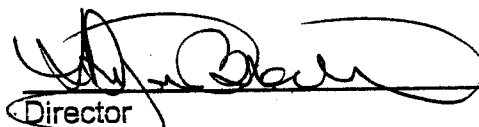
Director

6/9/05

Date

Chief Counsel
Department of Fish and Game

DEPARTMENT OF FISH AND GAME



Director

Counsel
Suisun Resource Conservation District

May 17, 2005

Date

SUISUN RESOURCE
CONSERVATION DISTRICT

President, Board of Directors,

Date

IN WITNESS WHEREOF, the Parties hereto have entered into this Revised Monitoring Agreement (also referred to as Exhibit A) on the date first written above. The terms of this Revised Monitoring Agreement together with the cover page and Exhibits B, C, C1, D, D1, E and F constitute the whole agreement among the Parties.

Approved as to legal form and
sufficiency:

U.S. BUREAU OF RECLAMATION

Regional Director, Mid-Pacific Region

Office of the Regional Solicitor
Department of the Interior

Date

STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES

cc 

Chief Counsel
Department of Water Resources

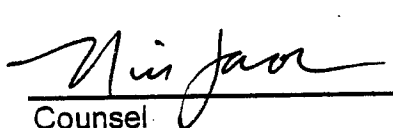


Director

Chief Counsel
Department of Fish and Game

Date

DEPARTMENT OF FISH AND GAME



Counsel
Suisun Resource Conservation District

Director

Date

SUISUN RESOURCE
CONSERVATION DISTRICT



President, Board of Directors,

5/20/05

Date

SUISUN MARSH MONITORING AGREEMENT
Among
The Department of Water Resources
The Department of Fish and Game
and
The United States Bureau of Reclamation

March 2, 1987

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SUISUN MARSH MONITORING AGREEMENT
Among
The Department of Water Resources
The Department of Fish and Game
and
The United States Bureau of Reclamation

THIS Agreement dated this 2nd day of March, 1987, is hereby entered into among the California Department of Water Resources (DWR) and the California Department of Fish and Game (DFG) and the United States Bureau of Reclamation (USBR) to provide for the implementation of the monitoring program of the Plan of Protection (Plan) for the Suisun Marsh (Marsh).

A G R E E M E N T

1. Definitions - When used herein, the term:

- (a) "Control Station" (Station) shall mean a location listed in Table II of the Suisun Marsh Preservation Agreement.
- (b) "Electrical Conductivity" (EC) shall mean the electrical conductivity of a water sample measured in millimhos per centimeter (mmhos/cm) corrected to a standard temperature of 25 Celsius determined in accordance with procedures set forth in the publication entitled, "Standard Methods of Examination of Water and Waste Water," published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, 13th Edition, 1971, including such revisions thereof as may be made subsequent to the date of this Agreement which are approved in writing by the parties.
- (c) "Suisun Marsh Preservation Agreement" shall mean that agreement dated March 2, 1987, among DWR, DFG, the Suisun Resource Conservation District (SRCD), and the USBR detailing the construction and operation and responsibilities for the Plan of Protection.
- (d) "Individual Ownership" shall mean separately owned parcels of land in the Marsh, other than those on Roe, Ryer, Freeman, and Snag Islands. Contiguous parcels owned by the same legal entity comprise a single Individual Ownership.
- (e) "Monitored Ownership" shall mean those Individual Ownerships with SRCD ownership numbers 406, 416, 422, 501, 504, 513, 702, 714, 804, and 905, plus the eastern portion of the Grizzly Island Wildlife Area and the Joice Island Wildlife Area.

- (f) "Plan of Protection" (Plan) shall mean the plan prepared by DWR, dated February 1984, to mitigate the effects of the State Water Project (SWP) and the Central Valley Project (CVP) upon the Suisun Marsh.

2. Objectives

The objectives of this Agreement are to describe a methodology and define the scope of DWR's, USBR's and DFG's obligations to carry out an appropriate monitoring program to meet the objectives of the Suisun Marsh Preservation Agreement.

3. Monitoring

- (a) The following water monitoring will be done:

(i) Channel Water Quality (EC)

The EC at the Control Stations will be monitored by DWR with continuous recorders. When the facilities constructed pursuant to subarticle (a) of Article 8 of the Suisun Marsh Preservation Agreement Become Operational, EC data from a location in the western Marsh will be telemetrically reported. If additional facilities are constructed, additional stations will be telemetered if necessary to assure compliance with the applicable water quality standards in Article 3 of the Suisun Marsh Preservation Agreement.

(ii) Diversion and Drain Water Quality

A point on each Monitored Ownership shall be monitored continuously for EC by DWR.

(iii) Standing Surface Water

The EC of standing surface water at each soil water salinity sampling site identified in subarticle (a)(v) shall be determined monthly by DWR.

(iv) Water Level

DWR shall maintain a continuous recorder to measure water elevation on each of the Monitored Ownerships. At each of the Control Stations DWR shall maintain a continuous recorder to measure water elevation for five years.

(v) Soil Water Salinity

Soil water salinity will be monitored by DWR at 40 to 50 sites on Monitored Ownerships and one site on Individual Ownership 423. Soil water salinities will be measured monthly following the methodology described in Appendix B of the Plan which is made a part of this Agreement.

- (b) The following vegetative monitoring will be done using the methodologies described in the Plan:

(i) Plant Survey

The species composition of vegetation on lands within 35 meters of each soil water monitoring site will be determined by DFG in August or September of each year. The percent of cover contributed by each plant species present on the sample site will be determined by DFG each year.

(ii) Seed Production

The seed production of alkali bulrush and fat hen present on lands within 35 meters of each soil water monitoring site will be determined by DFG each year.

(iii) Marsh-Wide Plant Survey

The overall vegetative composition of the Marsh shall be determined by DFG every third year beginning in 1985 utilizing color aerial photography in conjunction with ground verification. DWR shall obtain and DFG shall analyze the aerial photographs. These aerial photos will also be used by DFG to determine any net acreage changes in preferred salt marsh harvest mouse habitat in compliance with the Section 7 Determination, Suisun Marsh Management Study by the U. S. Fish and Wildlife Service dated December 7, 1981.

4. Wildlife

- (a) Species and number of waterfowl in the Marsh will be determined from aerial surveys carried out by DFG from September through January of each year at DFG expense.
- (b) If the marsh-wide plant survey (Article 3(b)(iii)) indicates a significant change, as identified in the Section 7 Determination, in preferred habitat within the Marsh for the salt marsh harvest mouse, then the parties shall determine whether any surveys of the population of the mouse are necessary. If such surveys are necessary,

then DWR will promptly arrange for such surveys to be made.

5. Fish Habitat

- (a) DWR or DFG will arrange for or conduct studies of the annual abundance of young striped bass and Neomysis in Montezuma Slough.
- (b) DWR will contract with DFG or, in consultation with DFG, contract with other knowledgeable experts to conduct studies to determine the impact of predators and disruption of fish associated with the Montezuma Slough Control Structure. The need for additional fishery monitoring will be evaluated as each subsequent unit Becomes Operational.

6. Reports

- (a) All reports and data compiled under this Agreement shall be promptly distributed to the parties and SRCD. Preliminary data and the report described below will be made available by DWR to interested parties upon request as soon as possible following collection and completion, respectively.
- (b) A monthly summary of EC data from the Control Stations will be provided by DWR to the other parties and SRCD. Weekly or daily data will be provided in response to specific requests by the parties or SRCD.
- (c) A report of data for each water year will be produced jointly by DWR and DFG which will include: (1) a summary of the channel, diversion, drain, soil water salinity and water level measurements; the plant survey and production measurements; the waterfowl population surveys, (2) every third year the status of the overall vegetative composition of the Marsh, (3) results of any surveys made of salt marsh harvest mouse populations, (4) comparisons of soil water, applied water, and channel water salinities, and plant production to demonstrate the effectiveness of the plan and identify areas where additional action is needed, (5) results of other studies as they become available, and (6) conclusions and recommendations on modification of the monitoring program to achieve its objectives. This report will be completed by April 1 of each year, or four months after a summary of the water monitoring data is available, whichever is later.

7. Costs

- (a) USBR shall pay Forty Percent (40%) and DWR shall pay Sixty Percent (60%) of the costs incurred to implement Articles 3, 4(b), 5(b), and 6.

- (b) The Fish Habitat studies identified in Article 5(a) shall be funded through the Interagency Ecological Study Program for the Sacramento-San Joaquin Estuary, and not through funds provided herein.
- (c) Funding for monitoring on Individual Ownerships as provided in Subarticles 3(a)(ii) through 3(a)(v), 3(b)(i), and 3(b)(ii) shall terminate on September 30, 1990.
- (d) The term "costs" shall include all administrative overhead, costs of liability insurance or pooling programs and other costs similar to those normally incurred by USBR which are incurred by DWR in performance of this Agreement.
- (e) The United States shall pay to DWR the costs determined to be allowable by the Contracting Officer in accordance with the terms of this Agreement and with provisions of Federal Acquisition Regulations (FAR), Part 31, Subpart 6, 48 CFR Sections 31.601-31.603. If DWR uses any funds advanced pursuant to this Agreement for purposes not in accordance with this Agreement or not in compliance with FAR Part 31, Subpart 6, DWR shall reimburse USBR for the amount of any such improperly used funds.
- (i) The USBR's share of costs incurred by DWR prior to the date of this Agreement but after January 1, 1979 plus the interest from the dates such costs were incurred, at the State Surplus Money Investment Fund rates, shall be paid in a lump sum payment following an audit of such costs by an authorized representative of the USBR, to be completed within six months after execution of this Agreement.
- (ii) On or before the first day of each month, after the date of this Agreement, USBR shall advance its contributions specified in this Article, in accordance with a billing statement furnished by DWR regarding expenditures estimated to be incurred during the upcoming month. Adjustments for overpayments or underpayments during a quarter shall be made in the quarter immediately following. Advances will be maintained at a level commensurate with current needs.
- (f) Each year on or before September 15, DWR shall furnish to USBR a proposed budget of the estimated costs by quarter to be incurred under Articles 3, 4(b), 5(b), and 6 of this Agreement during the fiscal year beginning a year later on October 1, and the respective contributions of the parties. USBR shall notify DWR by the

following September 15 of its full or partial approval of DWR's proposed budget. USBR's approval shall not be unreasonably withheld. In the event that USBR does not approve all budgeted costs, such unapproved costs shall not be eligible for reimbursement by USBR until such time as they are mutually agreed upon by DWR and USBR. To facilitate USBR's review, each year's proposed budget should include a schedule of estimated costs by each monitoring requirement identified in Articles 3, 4(b), 5(b), and 6, or by descriptive title, supplemented with a narrative description which adequately describes and explains all major aspects of the fiscal year's proposed program.

- (g) Separate cost accounts shall be maintained by physical feature or descriptive title to permit ready audit.

8. Miscellaneous Provisions

- (a) By October 1 of each year, DFG shall submit a budget to USBR and DWR for approval of the work for which DFG is to be reimbursed. The parties may mutually agree to have the work done by someone other than DFG.
- (b) DWR agrees to pay DFG the cost of performance hereunder and to pay actual expenses as often as monthly in arrears.
- (c) The expenditure of any money and the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. No liability shall accrue to the United States in case such funds are not appropriated or allotted.
- (d) DWR will make all reasonable attempts to maintain full and complete records at all monitored sites provided for by this Agreement. DWR will be excused from monitoring at a site at times when monitoring is impeded by temporary equipment breakdowns, physical conditions, or lack of right of access. However, DWR shall immediately notify DFG of these occurrences. DWR shall make all reasonable efforts to expeditiously replace faulty equipment and reestablish monitoring.
- (e) ~~Unless otherwise expressly provided, all management and operational decisions necessary to implement this Agreement shall be by mutual agreement of the parties.~~

9. Review

During the year following each fifth year of data collection, or at other times when requested by one of the parties to

this Agreement, the parties will review the Agreement and identify any modifications appropriate for accomplishing its objectives. Any modifications shall be made by amending this Agreement and implementation of such modifications shall be subject to any necessary approvals by control agencies. It is the intent of the parties to reduce the scope of the monitoring program, particularly monitoring on Individual Ownerships, as soon as sufficient information is available to confirm the salinity relationships. The monitoring on Individual Ownerships shall terminate on September 30, 1990 unless the parties mutually agree otherwise.

10. Term of Agreement

This Agreement and any amendments hereto shall continue in full force and effect until terminated by the written agreement of the parties. SRCD shall be notified prior to any such termination.

11. Amendments

This Agreement may be amended by mutual agreement of DWR, DFG, and USBR. SRCD shall be notified of any proposed amendments.

12. Notices

All notices that are required either expressly or by implication to be given by one party to another shall be deemed to be given if delivered personally, or if enclosed in a properly addressed postage prepaid envelope with return requested and deposited in a United States Post Office. Unless or until formally notified otherwise, the parties shall be addressed as follows:

Director, Department of Water Resources
P. O. Box 388
Sacramento, CA 95802

Director, Department of Fish and Game
1416 - Ninth Street
Sacramento, CA 95814

U. S. Bureau of Reclamation
2800 Cottage Way
Sacramento, CA 95825

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

David L. Conner
Director, Department of Water Resources

Date: 3/2/87

John Quatro
Director, Department of Fish and Game

Date: March 2/1987

David L. Conner
Regional Director, Mid-Pacific Region
United States Bureau of Reclamation

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

Guy D. Smith
Signature

Approved as to legal form and sufficiency:

J. Weber
Asst. Chief Counsel, DWR

FORM	POLICY	BUDGET	CW
Department of General Services			
APPROVED			
<i>Elizabeth Yost</i>			
SEP 1 1987			
By	ELIZABETH YOST Chief Deputy Director		

SEP 1 1987

SEP 08 1987

24 1987 193

CONTRACT TRANSMITTAL AND PRE-EVALUATION

STD 13 (REV. 2/86)

DEPARTMENT TRANSMITTING CONTRACT

Water Resources

DIVISION, BUREAU, OR OTHER UNIT

Central District

BY BILLING CODE

81000

DATE

3/2/87

CONTRACT NUMBER

B-56322

ITEMS 1 THROUGH 11 ON THE FRONT SIDE OF THIS FORM MUST BE COMPLETED FOR EVERY CONTRACT, REGARDLESS OF CONTRACT AMOUNT. WHETHER THE CONTRACT MUST BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES FOR REVIEW. IN ADDITION, ITEMS 1 THROUGH 5 ON REVERSE SIDE MUST BE COMPLETED FOR ALL CONTRACTS FOR SERVICES. A COPY OF THE COMPLETED FORM MUST ACCOMPANY EACH CONTRACT SUBMITTED TO GENERAL SERVICES FOR REVIEW. A COPY OF THE COMPLETED FORM MUST BE RETAINED IN AGENCY FILES FOR 3 YEARS FROM DATE CONTRACT WAS EXECUTED.

1. NAME OF CONTRACTOR

U.S. Bureau of Reclamation, Department of Fish and Game, and
Department of Water Resources

2. CONTRACTOR I.D. NUMBER (IF
REQUIRED BY S.A.M. SECTION 1248)

NA

3. DIGEST OF CONTRACT (WORK TO BE PERFORMED, AMOUNT TO BE PAID, TERM). INCLUDE ANY SPECIAL OR UNUSUAL TERMS AND CONDITIONS

DWR will perform water monitoring and DFG will perform vegetative monitoring in the Suisun Marsh as provided in the Agreement. DFG will conduct studies to determine the impacts on fish habitat associated with the Suisun Marsh Salinity Control Gates and surveys of the population of salt marsh harvest mouse if necessary. DWR will reimburse DFG's cost. Agreement amount - Article 7(a) requires USBR to pay 40% of the costs incurred by DWR to implement Articles 3, 4(b), 5(b), and 6 of the Agreement. Total cost unknown at this time. Agreement term - until terminated by the written agreement of all parties.

4. REASON FOR CONTRACT (IDENTIFY SPECIFIC PROBLEM, ADMINISTRATIVE REQUIREMENT, PROGRAM NEED OR OTHER CIRCUMSTANCE MAKING THE CONTRACT NECESSARY)

To establish the methodology and carry out an appropriate monitoring program to meet the objectives of the Suisun Marsh Preservation Agreement. Also see B-56321 and B-56323.

5. IS THIS A RENEWAL OF A PREVIOUS CONTRACT OR SERVICE?

YES

NO

6. SUMMARY OF BIDS: A. LIST BIDDERS AND AMOUNTS BID

B. EXPLAIN:

1. AWARD OF CONTRACT IF TO OTHER THAN LOW BIDDER

2. IF SOLE SOURCE WHAT IS JUSTIFICATION?

3. IF ONLY ONE BID WAS RECEIVED OR SOLE SOURCE, BASIS FOR CONCLUDING REASONABLENESS OF CONTRACT RATE OR PRICE

NA, Interagency Agreement

Work Order No.: 7564-8351-6504; Harlan Proctor, Mike Cunnagin
7564-8359-6503; Randy Brown, Mike Cunnagin
1382-VAR-6503; Randy Brown

Project Manager: George Barnes

ETHNIC CODES:

BLACK AMERICANS

ASIAN-PACIFIC AMERICANS

HISPANIC AMERICANS

PACIFIC ISLANDERS

MALE

FEMALE

AMERICAN INDIANS/ALASKAN NATIVES

FILIPINO AMERICANS

ASIAN-INDIAN AMERICANS

CAUCASIAN/WHITE

MALE

FOR ASSISTANCE WITH ITEMS 7 AND 8 BELOW, CALL THE OFFICE OF SMALL AND MINORITY BUSINESS IN THE DEPARTMENT OF GENERAL SERVICES.

ENTER ETHNICITY OF CONTRACTOR FROM LIST ABOVE AS DEFINED
S.A.M. SECTION 1204.4

NA

8. WAS THIS CONTRACT AWARDED TO A SMALL BUSINESS AS DEFINED
IN S.A.M. SECTION 1204.17

YES

NO

NA

9. FOR CONTRACTS IN EXCESS OF \$5,000

HAS THE LETTING OF THIS CONTRACT BEEN REPORTED TO THE DEPARTMENT
OF FAIR EMPLOYMENT AND HOUSING PURSUANT TO S.A.M. SECTION 1212.11?

YES

NO

NA

10. AUTHORIZED SIGNATURE

11. NAME AND TITLE

James H. McDaniel Chief Central District

PRE-EVALUATION SECTION—MUST BE COMPLETED WHEN REQUESTING APPROVAL OF ANY CONTRACT FOR SERVICE

1. JUSTIFICATION FOR CONTRACT (CHECK ONE)

- ☐ THIS CONTRACT IS TO BE EXECUTED TO ACHIEVE COST SAVINGS PURSUANT TO S.A.M. SECTION 1230.1. THE STATE PERSONNEL BOA HAS BEEN SO NOTIFIED
- ☐ THIS CONTRACT IS TO BE EXECUTED PURSUANT TO CIVIL SERVICE CONSIDERATIONS CONTAINED IN S.A.M. SECTION 1230.2. JUSTIFICATION FOR THE CONTRACT IS DESCRIBED BELOW

NA

2. DESCRIBE THE SERVICE OR FINAL PRODUCT WHICH WILL RESULT, ITS BENEFIT AND THE ESTIMATED NUMBER OF PERSONS SERVED BY SUCH BENEFIT

NA

3. HOW WILL THE AGENCY USE THE CONTRACT PRODUCT? HOW WILL ITS USE BENEFIT THE AGENCY'S PROGRAM?

NA

4. WHY IS CONTRACTING THE MOST EFFECTIVE METHOD OF ACHIEVING THE AGENCY'S PURPOSE?

NA

5. WHAT BIDDING METHOD WAS USED TO SELECT THE VENDOR?

- ☐ REQUEST FOR PROPOSAL ☐ INVITATION FOR BID ☐ OTHER, EXPLAIN—USE ATTACHMENTS IF NECESSARY
- NA

PROOF OF PUBLICATION IN THE STATE CONTRACTS REGISTER MUST BE ATTACHED. IF SUCH PROOF IS NOT AVAILABLE, A REQUEST FOR EXEMPTION FROM CONTRACT ADVERTISING, STD. FORM 821 MUST BE ATTACHED. (SEE S.A.M. SECTION 1212.6)

6. DOCUMENT EFFORTS MADE TO DETERMINE WHY PERSONNEL IN YOUR AGENCY OR IN OTHER STATE AGENCIES CANNOT PROVIDE THIS WORK. LIST WHICH C SERVICE CLASSES WERE CONSIDERED, NAMES OF AGENCIES CONTACTED, AND EXPLAIN WHY THEY CANNOT PROVIDE THE REQUESTED SERVICES.

NA

7. HAVE ALL REQUIREMENTS GOVERNING THE USE OF CURRENT AND FORMER STATE EMPLOYEES AS SPECIFIED IN S.A.M. SECTION 1248 BEEN COMPLIED WITH?

- ☐ YES ☐ NO
- NA

ATTACHMENT B

**THE VEGETATION SURVEY FOR THE SUISUN MARSH,
A NEW METHODOLOGY**

The Vegetation Survey for the Suisun Marsh

A New Methodology

Background

The Suisun Marsh is one of the largest contiguous brackish marshes remaining in the United States covering over 58,000 acres of tidal and seasonally managed wetland. This marsh is a key wintering area for waterfowl and supports a number of sensitive plants and animals. In 1977 the Suisun Marsh Preservation Act was legislated and required that the Suisun Marsh be managed for its wildlife resources. Consequently, the Plan of Protection for the Suisun Marsh (Plan of Protection) was developed. In 1981 the U.S. Fish and Wildlife Service (USFWS) produced a Section 7 Biological Opinion (BO) for the Plan of Protection. Their BO accepted the monitoring program in the Plan of Protection and added specific conservation measures to protect salt marsh harvest mouse (SMHM) habitat.

As part of the monitoring program in the Plan of Protection, a Vegetation Survey was developed to document the overall vegetation composition of the marsh and to monitor SMHM habitat by the use of aerial photography in combination with ground verification. Prior to the final Plan of Protection, an initial vegetation survey was conducted in 1981 to provide a baseline for the future vegetation survey. Since completion of the Suisun Marsh Salinity Control Gates as described in the Plan of Protection was delayed until 1988, the 1988 survey was the closest to the start of facility operation. However, the 1981 survey can be used for a pre-gate operation base line. The Vegetation Survey was carried out in the Suisun Marsh in 1988, 1991, and 1994 to document any changes in vegetation composition over time. There were some concerns about the methodology used and the lack of useful maps from the 1988, 1991, and 1994 surveys. These concerns have led to a proposed change in methodology. Additional criticism of the past methodology included not using a habitat classification system such as that used in the California Wildlife Habitat Relationship System, and using inappropriate methods for calculating the acreage of each habitat type. In 1996, an interagency technical committee was convened to review the current survey methodology and recommended a more detailed monitoring system for vegetation changes within the marsh. Consequently, in July 1997 the committee agreed to implement a new survey methodology for the next vegetation survey.

This new methodology is based on work by the Department of Fish and Game, Wildlife and Habitat Data Analysis Branch at Anza-Borrego Desert State Park, Point Reyes National Seashore, and the Mojave Desert. The proposed survey methodology is designed to document changes in preferred habitat for the SMHM, and gather vegetation data in such a way that it can be used for a variety of other purposes. These may include: correlating management activities with vegetation changes; gathering data to support the use of a geographic information system (GIS) format that will allow queries and overlaying of additional information such as soil type and hydrology; and creation of a base map for future studies.

The Project

The Suisun Marsh Vegetation Survey was originally intended to answer specific questions required by permits and the Suisun Marsh Preservation Agreement (SMPA). With new technology it is now possible to meet the original intentions of the vegetation survey and fulfill additional data needs. By incorporating Vegetation data into a GIS it is possible to create a single vegetation map for the Suisun Marsh that provides an accurate representation of vegetation types and acreage of each. This vegetation map and database will allow for easy access to vegetation data, change detection and determination of underlying influences of vegetation.

The products from this proposal will include: 1) four complete and two partial 7.5" U.S. Geological Survey (USGS) Quadrangle hard copy vegetation maps, 2) a color-coded legend with vegetation series and cross walks to other vegetation types, 3) digital files of each quadrangle map, 4) digital and hardcopy metadata, and 5) a final report including: details of map accuracy, mapping methods and standards, a final listing of vegetation types mapped with an acreage summary, and a delineation of SMHM habitats and acreage within each of five vegetation monitoring areas (Figure 1). The report will also include recommendations for efficient re-mapping of the marsh.

The vegetation mapping methodology to be used reflects the protocol for "Field Methods for Vegetation Mapping" supported by the National Park Service and Biological Resources Division of the United States Geological Survey (USGS 1997a). The rationale for this protocol addresses the importance of a standardized vegetation classification for the United States - the National Vegetation Classification (USGS 1997b). The value of this approach is that it produces a precise vegetation map with detailed descriptions of vegetation types. The methods to be used to produce the digital vegetation map are described below, along with the time involved to complete each task.

A) Methods for Vegetation Sampling and Classification

The vegetation map will be based on collected field data and analysis of these data. A Vegetation Sampling Protocol developed by the California Native Plant Society (CNPS) Vegetation Committee will be used for this project.

The CNPS sampling method uses variable sized releve plots centered in representative vegetation stands based on aerial photograph delineations. The number of samples per vegetation stand are determined in the field and depend on the size and floristic variability of the stand, the time available to the field team, and the proximity of other stands of the same vegetation type. The percent cover for each species is estimated according to vegetation strata (low herbaceous cover, shrub, and tree). Global Positioning System (GPS) readings are taken at the center of each sampling plot and used to produce a GIS coverage of the vegetation sampling locations.

Although the sample allocation protocol used in this project will stress representation of all forms of vegetation in the project area, particular attention will be given to SMHM set-aside areas and known clapper rail sites. These sites will be allocated additional vegetation samples to assist in monitoring the correlation between vegetation dynamics and population data collected in on-going studies in the areas.

The field collected vegetation data will be entered into the California Vegetation Information System (CVIS), a database designed specifically to archive vegetation plot data. This database accommodates all information recorded at field sampling locations, including impacts, abiotic environmental data, and ecological information.

B) Methods for Constructing the Vegetation Map

The vegetation map will be constructed through the interpretation of aerial photographs, field investigations, vegetation classification, and GIS processing. Vegetation throughout the project area will be sampled and characterized during field visits. The resulting information will be analyzed using hierarchical classification techniques (TWINSPAN) (Hill 1979) to develop a vegetation classification which lists and describes the vegetation types within the boundary area. Polygons will be assigned final vegetation attributes and transferred to the GIS through a process which involves digitizing vegetation polygons, georeferencing the data, and editing the data for quality control.

C) An Adaptive Approach to Repeat Mapping

One of the outcomes of this new proposed methodology will be a responsive means to determine the need for repeat survey and mapping of Suisun Marsh. Under the current agreement with DWR and USFWS, DFG is to re-survey and map the entire marsh every third year. As a result of the short-term inconsistency of both natural and non-natural disturbance patterns, it is likely that the justifications for re-survey will vary significantly from year to year. Thus, we propose a rapid assessment protocol conducted on a yearly basis to determine the need and timing for a complete re-survey.

We suggest that aerial photographs of the marsh should be flown on a yearly basis stressing phenological congruence (flown at the same growth stage every year). These photographs would be checked for the overall percent of polygon change by a trained photo-interpreter. Polygon change can be quantified as major (e.g., gross vegetation shift, major flooding, or human disturbance) or minor (slight shifts in polygon boundaries due vegetation growth, dieback, or minor human disturbance). A statistically significant sample size of polygons throughout all vegetation types in the marsh would be randomly selected from the vegetation map database. These could be compared by observing new photos with overlays of the most recently produced map (with the highlighted selected polygons for ease of comparison). If the percentage of polygons in the sample showing a major change was greater than a certain percent for any given

year, or a certain cumulative percent for any given multi-year period then a complete resurvey would be conducted. The threshold value of percent change would be agreed upon by the managers and the survey team (we suggest a re-survey if change is greater than 10% on an annual basis or greater than 30% in three or more years, cumulatively).

Under such a regime, resurvey could occur regularly after a major environmental disturbance over a period of years, or may not occur for several years during a stable phase. It is likely that additional information based on independent sampling of SMHM populations should be considered in the decision to re-survey. Based on consultation with biologists familiar with population dynamics of this species a specific threshold could be developed. In addition, inquiries of land managers should be made to determine what, if any, management shifts are expected to take place that might warrant re-survey.

This adaptive approach would likely reduce the cost of the project but would require a regular photographic survey and rapid assessment change-detection every year. Personnel time would be approximately 10 days a year for statistical selection and plotting of polygons by a GIS analyst, six days for ecologists to train a photointerpreter scientific aid and report results, and approximately 50 days for the scientific aid to conduct the change detection.

Specific Requirements of DFG

DFG shall perform the following:

1. Produce a digital vegetation map of the area identified as the "Suisun R.C.D." as defined by the U.S. Department of Agriculture NRCS.

The vegetation definitions to be used for this project are from A Manual of California Vegetation (MCV) by John O. Sawyer and Todd Keeler-Wolf (1995), or if newly defined, will meet standards of the MCV. The final report will also contain a crosswalk relating MCV vegetation types to those listed in the Preliminary Descriptions of the Terrestrial Natural Communities of California by Robert F. Holland (1986), and the California Wildlife Habitat Relationships (WHR) by Kenneth E. Mayer and William F. Laudenslayer (1988).

2. Upon completion of the mapping efforts, DFG will provide the deliverable final products listed below.

Deliverables

By November 2000, DFG will provide the following deliverables to the DWR for review and approval. (Interim reports will summarize progress.)

1. A summary report that outlines the methods used to produce the vegetation map and the distribution of error or uncertainty in the data. This report will also include a final listing of the vegetation types mapped, and the acreage of each within the U.S. Department of

Natural Resource Conservation Service (NRCS) boundary for the Suisun Marsh. The report will also include recommendation for re-survey of the marsh and change detection.

2. One (1) copy of the digital vegetation map of the project area in ARC/INFO export (.e00) format, suitable for use with PC-based Environmental Systems Research Institute (ESRI) products (ARC/INFO and ArcView) and one (1) hard copy of the USGS Quadrangles with vegetation layers.
3. One (1) digital and one (1) paper copy of FGDC compliant metadata files that are produced to accompany the digital vegetation map. The digital copy will be provided in PC-compatible WordPerfect (preferred) or ASCII format.
4. Two (2) printed large format copies of the final vegetation map of the Suisun Marsh project area showing DFG and private land boundaries, and the five zones for monitoring preferred mouse habitat.
5. An analysis of the acreage of "Preferred Mouse Habitat", as defined by the USFWS in each of five monitoring zones.

Specific Requirements of DWR

DWR will provide the following items:

1. Two sets of 1:9,600 scale true color aerial contact prints and one set of color diapositives, 9"x 9" in size, of the project mapping area taken at peak phenology of vegetation, and submitted to DFG within 30 days.
2. SPOT Imagery (10m panchromatic) or better true color imagery of the Suisun Marsh, taken at as close as possible to the same date as the aerial photography.

Literature Cited

- Keeler-Wolf, T., K. Lewis, and C. Roye. 1998. Vegetation Mapping of Anza-Borrego Desert State Park and Environs. A Report to the California Department of Parks and Recreation. California Department of Fish and Game, Natural Heritage Division, Sacramento, and California Department of Parks and Recreation. California. 158 p.
- California Department of Water Resources. 1984. Plan of Protection for the Suisun Marsh including Environmental Impact Report, Sacramento. California.
- California Native Plant Society. 1995. Field sampling protocol.
- Hill, M.O. 1979. TWINSpan: a Fortran program for arranging multivariate data in an ordered two-way table by classification of the individuals and attributes. Section of ecology and systematics, Cornell University, Ithaca. New York.
- Holland, R.F. 1986. Preliminary descriptions of the terrestrial natural communities of California. Unpublished document, California Department of Fish and Game, Natural Heritage Division, Sacramento.
- Mayer, K.E. and W.F. Laudenslayer (eds). 1988. A guide to wildlife habitats of California. California Department of Forestry, Sacramento. California.
- Mohler, C.L. 1987. Cornell ecology programs: an MS-Dos microcomputer package. Microcomputer Power, Ithaca. New York.
- Sawyer, J.O. and T. Keeler-Wolf. 1995. A manual of California vegetation. California Native Plant Society, Sacramento. California.
- USGS. 1997a. Field Methods for Vegetation Mapping. (complete document available at the following website: <http://biology.usgs.gov/npsveg/fieldmethods.html>)
- USGS. 1997b. National Vegetation Classification. (complete document available at the following website: <http://biology.usgs.gov/npsveg/classification/appendix.html>).

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving verbal notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted no more than **monthly**, in arrears, bearing the contract number.

Submit two (2) copies of each invoice to the Contract Manager at the following address:

**Department of Water Resources
Division of Environmental Services
Attention: SMPA Contract Manager
3251 "S" Street
Sacramento, CA 95816**

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

**DWR Accounting Office, Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001**

Undisputed invoices shall be approved for payment within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

EXHIBIT C

GENERAL TERMS AND CONDITIONS GTC-304

APPLICABLE TO SRCD

GTC 304

EXHIBIT C
Applicable to SRCD

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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EXHIBIT C1

**SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF
WATER RESOURCES**

APPLICABLE TO SRCD AS A LOCAL PUBLIC ENTITY (PAYABLES)

Exhibit C1
Special Terms and Conditions for Department of Water Resources
Applicable to SRCD as a Local Public Entity (Payables)

1. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
2. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.
3. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
4. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment,

no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

e. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

5. PAYMENT RETENTION CLAUSE: Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.
6. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
7. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage,

or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
9. REPORT RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 10233, 10308.5 and 10354, the contractor must complete and return the form DWR 74, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 74 is attached to this Exhibit and made part of this contract by this reference.
10. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: [REDACTED].

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS FOR INTERAGENCY
AGREEMENTS**

APPLICABLE TO DFG AND DWR

Exhibit D

GIA101 – General Terms and conditions for Interagency Agreements

Applicable to DFG and DWR

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. TIMELINESS: Time is of the essence in this Agreement.

EXHIBIT D1

**SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF
WATER RESOURCES**

APPLICABLE TO DFG AND DWR

Exhibit D1
Special Terms and Conditions for Department of Water Resources
Applicable to DFG and DWR

1. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Department of Fish and Game (DFG) and Department of Water Resources (DWR) certify that they have appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of applicable copyright laws.
2. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.
3. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: DFG and DWR should be aware of the following provisions regarding current or former state employees. If DFG or DWR have any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

(a) If DFG or DWR violate any provisions of above paragraphs, such action shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

(a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Financial Interest in Contracts:

DFG and DWR should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

e. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), DFG or DWR and any of their subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

EXHIBIT E

**SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF
WATER RESOURCES**

APPLICABLE TO THE U.S. BUREAU OF RECLAMATION

Exhibit E
Special Terms and Conditions for Department of Water Resources
Applicable to the U.S. Bureau of Reclamation

1. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this agreement if made with a corporation for its general benefit.

2. NONDISCRIMINATION CLAUSE: During the performance of this Agreement, U.S. Bureau of Reclamation (USBR) and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. USBR and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. USBR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

USBR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. This provision shall apply to the extent provided by federal laws, rules, and regulations.

3. INDEPENDENT CONTRACTOR: The USBR, and its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

4. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.

5. TIMELINESS: Time is of the essence in this Agreement.

6. SOFTWARE COPYRIGHT: For contracts in which software usage is an essential element of performance under this Agreement, the USBR certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of applicable copyright laws.

EXHIBIT F

**DEPARTMENT OF WATER RESOURCES STANDARD
CONTRACT PROVISIONS REGARDING POLITICAL REFORM
ACT COMPLIANCE**

APPLICABLE TO DFG AND SRCD

California Department of Water Resources

**Standard Contract Provisions Regarding
Political Reform Act Compliance**

1. POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, as specified by DWR, such persons shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.
- b. Financial Conflict of Interest Prohibition: Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from the DWR Personnel Officer for additional information regarding any such Form 700s;

- (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
- (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.